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Contractor: _____

ATTACHMENT E

ADDITIONAL PROVISIONS

1. OWNERSHIP OF DATA: The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, servicemarks, or patents will not be filed that infringe on the exclusive ownership by the State.
2. SETTLEMENT OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Deputy Director, Procurement Division of Department of General Services, within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Director shall meet with the Contractor and Contract Administrator for purposes of resolving the dispute. The decision of the Deputy Director shall be final.
3. EVALUATION OF CONTRACTOR: Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on the Contract/Contractor Evaluation Sheet, STD. 4 and maintained in the agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of legal services, if it is a negative and over \$5,000.00.
4. AGENCY LIABILITY: The Contractor warrants by executive of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
6. FORCED, CONVICT AND INDENTURED LABOR: In accordance with PCC Section 6108, Contractor warrants that no foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract are produced in whole or in part by forced labor, convict labor, or indentured labor.

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7. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.
8. RIGHTS IN DATA: All technical communications and records originated or prepared by the contractor pursuant to this agreement including papers, reports, charts, computer programs and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the contractor or jointly by the contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement.

9. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

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This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

The recipient shall comply the single Audit Act and the reporting requirements set forth in OMB Circular A-133.

10. DISPUTES: Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Office (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code Regulations, Title 1, section 300 et seq.).
11. RIGHT TO TERMINATE: The State reserves the right to terminate this agreement subject to 30 days written to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
12. FORCE MAJEURE: Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of god, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, government statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if Contractor and subcontractor, and without the fault or negligence of either of them, the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
13. CONFLICT OF INTEREST:
 - a. Current State Employees (Public Contract Code Section 10410): No state officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored for funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No state officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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- b. Former State Employees (Public contract Code Section 10411): For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision making process relevant to the contract while employed in any capacity by an state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

14. INSURANCE REQUIREMENTS: Insurance companies must be acceptable to Department of General Services. If self-insured, review of financial information may be required.

Coverage needs to be in-force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the state at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 days prior written notice to the state.

Contractor is responsible for any deductible or self-insured retention contained with the insurance program.

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In the event Contractor fails to keep in effect at all times the specified insurance coverage, the state may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the state.

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

Contractor shall maintain professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 shall be provided.

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The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned.

Contractor shall maintain Employee Dishonesty and when applicable, Inside/Outside Money and Securities coverage's for state-owned property in the care, custody and control of the contractor. Coverage limits shall not less than the amount scheduled in the contract. The policy shall include as loss payee the Department of General Services.